



# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR



**MARK J. SALADINO**  
TREASURER AND TAX COLLECTOR

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November 2, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**ISSUANCE AND SALE OF INGLEWOOD UNIFIED SCHOOL DISTRICT  
(COUNTY OF LOS ANGELES, CALIFORNIA)  
GENERAL OBLIGATION BONDS  
1998 ELECTION, 2006 SERIES D  
(SECOND DISTRICT) (3-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Adopt the Resolution authorizing the issuance and sale of general obligation bonds of the Inglewood Unified School District in an aggregate principal amount not to exceed \$51,000,000.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Governing Board of the Inglewood Unified School District adopted a resolution on October 25, 2006 and determined that the District needs to borrow funds in an aggregate principal amount not to exceed \$51,000,000 to be used for authorized purposes.

On November 3, 1998, an election was held whereby voters residing in the District approved a ballot measure authorizing the District to issue \$131,000,000 in general obligation bonds for various qualifying purposes. This will be the fourth issuance of bonds authorized under this bond measure.

Pursuant to Section 15100 et seq. of the California Education Code, the Board of Supervisors is responsible for offering the District's bonds for sale. Such bonds shall be issued in the name and on behalf of such district by the Board of Supervisors of the County following receipt of the district resolution requesting such borrowing.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

This action supports the County's Strategic Plan Goal of Service Excellence by providing one-stop service delivery to the District. It supports the Strategic Plan Goal of Organizational Effectiveness through collaborative actions among County departments and other governmental jurisdictions. It supports the Strategic Plan Goal of Fiscal Responsibility by providing investment in and development of public school infrastructure in this County.

### **FISCAL IMPACT/FINANCING**

None to the County. All debt will be paid by the District.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Resolution provides for the issuance of bonds at an interest rate not to exceed seven percent (7.00%) per annum. The final structure will be determined at the time of pricing to achieve the lowest cost of financing within the limits of the proposition's tax levy. The term of the bonds will not exceed twenty-five years. Provisions for optional redemption of these bonds will be described in the Purchase Contract.

The Resolution provides for the negotiated sale of the bonds to the Underwriter, with participation by the Treasurer and Tax Collector in pricing the bonds. The District has selected Siebert Brandford Shank & Company, LLC as Underwriter; the firm of Orrick, Herrington & Sutcliffe, LLP as Bond Counsel; and U.S. Bank National Association as Paying Agent.

The County will annually levy and collect ad valorem taxes for the repayment of the bonds on behalf of the District.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

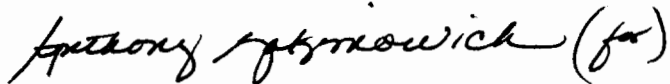
Not Applicable

The Honorable Board of Supervisors  
November 2, 2006  
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**CONCLUSION**

Upon approval of this Resolution, the Department will need two (2) originally executed copies of the adopted Resolution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Anthony J. Saladino" followed by "(for)" in parentheses.

MARK J. SALADINO  
Treasurer and Tax Collector

MJS:GB:DB:JP  
School Districts/Inglewood USD/Board Letter

**Attachments (3)**

c: Chief Administrative Officer  
Auditor-Controller  
County Counsel  
Inglewood Unified School District  
Los Angeles County Office of Education  
Orrick, Herrington & Sutcliffe, LLP  
U. S. Bank National Association

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED FIFTY-ONE MILLION DOLLARS (\$51,000,000) OF BONDS OF THE INGLEWOOD UNIFIED SCHOOL DISTRICT BY A NEGOTIATED SALE PURSUANT TO A BOND PURCHASE CONTRACT, PRESCRIBING THE TERMS OF SALE OF SAID BONDS, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF SAID BOND PURCHASE CONTRACT, AND AUTHORIZING THE EXECUTION OF NECESSARY CERTIFICATES RELATING TO SAID BONDS.

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WHEREAS, an election was duly called and regularly held in the Inglewood Unified School District, County of Los Angeles, California (herein called the "District"), on November 3, 1998, at which a bond proposition summarized as follows was submitted to the electors of the District:

"To improve safety conditions of neighborhood schools and improve instruction for students, including repairing deteriorating roofs, plumbing and sewer systems, reducing dangers from earthquakes, replacing inadequate or unsafe electrical and heating systems, providing adequate classrooms, science facilities, computer labs, and constructing school classrooms and facilities to relieve overcrowding and can provide for after school programs, shall Inglewood USD issue \$131,000,000 of bonds, at an interest rate within the legal limit?"

and

WHEREAS, at least two-thirds of the votes cast on said proposition were in favor of issuing said bonds; and

WHEREAS, the District has heretofore issued, or caused the Board of Supervisors of the County of Los Angeles (the "County") to issue on its behalf, its "Inglewood Unified School District General Obligation Bonds Election of 1998" listed below:

Series Name	Initial Principal	Outstanding Principal
1999 Series A	\$20,000,000	\$14,655,000
2002 Series B	20,000,000	16,815,000
2003 Series C	40,000,000	38,880,000

WHEREAS, pursuant to Education Code Section 15140 and following, the Board of Education of the District has requested this Board of Supervisors of the County of Los Angeles (the "County") to issue a portion of said bonds in a single Series Designated the "Inglewood Unified School District General Obligation Bonds, Election of 1998, 2006 Series D" in an aggregate principal amount not exceeding \$51,000,000, and to authorize the sale of said bonds by a negotiated sale to Siebert Brandford Shank & Company, L.L.C. (the "Underwriter") pursuant to a Bond Purchase Contract (the "Bond Purchase Contract"), a form of which has been submitted to and is on file with the Executive Officer-Clerk of this Board of Supervisors, all according to the terms and

in the manner set forth in a resolution duly adopted by the Board of Education of the District on October 25, 2006, a certified copy of which has been filed with the Executive Officer-Clerk of this Board of Supervisors; and

WHEREAS, this Board of Supervisors accepts the representation of the District that it is necessary and desirable that said bonds be issued and sold by a negotiated sale for the purposes for which said bonds have been authorized and on the terms and conditions set forth in said resolution of the Board of Education of the District;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS FOLLOWS:

Section 1. Recitals: All of the above recitals are true and correct.

Section 2. District Resolution Received: This Board of Supervisors hereby acknowledges receipt of the Resolution of the Board of Trustees of the District adopted on October 25, 2006.

Section 3. Authorization and Designation of Bonds: Pursuant to Section 15140 and following of the Education Code of the State of California, this Board of Supervisors hereby authorizes on behalf of the Inglewood Unified School District, the issuance and sale of not to exceed \$51,000,000 aggregate principal amount of bonds of the District and designates said bonds to be issued and sold as the "Inglewood Unified School District General Obligation Bonds, Election of 1998, 2006 Series D" (herein called the "Series D Bonds" or the "Bonds"). The Series D Bonds shall be issued as current interest bonds.

Section 4. Form of Bonds; Execution: (a) Book-Entry. The Depository Trust Company, New York, New York, is hereby appointed depository for the Series D Bonds. The Series D Bonds shall be issued in book-entry form only, and shall be initially registered in the name of "Cede & Co.," as nominee of The Depository Trust Company, and registered ownership of the Series D Bonds may not thereafter be transferred except as provided in Section 9 hereof. One bond certificate shall be issued for each maturity of the Series D Bonds; provided that if different CUSIP numbers are assigned to Series D Bonds maturing in a single year, additional Series D Bond certificates shall be prepared for each such maturity.

(b) Form of Certificates. The Series D Bonds shall be issued in fully registered form without coupons. The Series D Bonds and the Paying Agent's certificate of authentication and registration and the form of assignment to appear on each of them, shall be in substantially the form attached hereto as Exhibit A, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution; provided, that if a portion of the text of any Series D Bond is printed on the reverse of the Series D Bond, the following legend shall be printed on the face of such Series D Bond: "THE PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SUCH CONTINUED PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE."

(c) Execution of Bonds. The Series D Bonds shall be signed by the manual or facsimile signatures of the Mayor of this Board of Supervisors and of the Treasurer and Tax

Collector of the County or any authorized deputy thereof (the "County Treasurer"), and countersigned by the manual or facsimile signature of the Executive Officer-Clerk of this Board of Supervisors or by a deputy of either said Clerk or of the County Treasurer. The Bonds shall be authenticated by a manual signature of a duly authorized officer of the Paying Agent (as defined in Section 8(a) hereof).

(d) Valid Authentication. Only such of the Series D Bonds as shall bear thereon a certificate of authentication and registration as described in subsection (b), executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Series D Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

(e) Identifying Number. The Paying Agent shall assign each Series D Bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof at its principal corporate trust office, which record shall be available to the District and the County for inspection.

Section 5. Terms of Bonds: (a) Date of Bonds. The Series D Bonds shall be dated the date of their delivery, or such other date as shall be specified in the Bond Purchase Contract.

(b) Denominations. The Series D Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof.

(c) Maturity. The Series D Bonds shall mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Bond Purchase Contract. No Series D Bond shall mature prior to October 1, 2007, and no Series D Bond shall mature later than the date which is 25 years from the date of the Bonds, to be determined as provided in subsection (a) of this Section. No Series D Bond shall have principal maturing on more than one principal maturity date.

(d) Interest. As used in this Resolution and in the Bonds, the terms "interest payment date," and "interest date" shall be interchangeable, and shall mean April 1 and October 1 of each year, or such other dates specified in the Bond Purchase Contract.

The Series D Bonds shall bear interest at an interest rate not to exceed 7.00% per annum, payable on April 1 and October 1 in each year, commencing April 1, 2007 (or on such other initial and semiannual interest payment dates as shall be set forth in the Bond Purchase Contract), to maturity or prior redemption, computed on the basis of a 360-day year of twelve 30-day months. Each Series D Bond authenticated and registered on any date prior to the close of business on the first Record Date (as defined in Section 6(b)) shall bear interest from the date of said Series D Bond. Each Series D Bond authenticated during the period between a Record Date and the close of business on its corresponding Interest Payment Date shall bear interest from such Interest Payment Date. Any other Series D Bond shall bear interest from the Interest Payment Date immediately preceding the date of its authentication. If, at the time of authentication of any Series D Bond, interest is in default on any outstanding Series D Bonds, such Series D Bond shall bear interest from

the interest payment date to which interest has previously been paid or made available for payment on the outstanding Series D Bonds.

Section 6. Payment: (a) Principal. The principal of the Series D Bonds shall be payable, when due or upon redemption prior thereto, in lawful money of the United States of America to the person whose name appears on the bond registration books of the Paying Agent (as described in Section 8(c) hereof) as the registered owner thereof (the "Owner"), upon the surrender thereof at the principal corporate trust office of the Paying Agent.

(b) Interest; Record Date. The interest on the Series D Bonds shall be payable in lawful money of the United States of America to the Owner thereof as of the close of business on the 15<sup>th</sup> day of the month preceding an interest payment date (the "Record Date"), whether or not such day is a business day, such interest to be paid by check or draft mailed on such interest payment date (if a business day, or on the next business day if the interest payment date does not fall on a business day) to such Owner at such Owner's address as it appears on the bond registration books described in Section 8(c) or at such address as the Owner may have filed with the Paying Agent for that purpose, except that the payment shall be made in immediately available funds (e.g., by wire transfer) to any Owner of at least \$1,000,000 of outstanding Series D Bonds who shall have requested in writing such method of payment of interest prior to the close of business on the Record Date immediately preceding any interest payment date. So long as Cede & Co. or its registered assigns shall be the Owner of the Series D Bonds, payment shall be made in immediately available funds as provided in Section 9(d) hereof.

(c) Interest and Sinking Fund: Principal and interest due on the Series D Bonds shall be paid from the interest and sinking fund of the District as provided in Section 15146 of the Education Code. No part of any fund or account of the County is pledged or obligated to the payment of the Series D Bonds.

Section 7. Redemption Provisions: (a) Optional Redemption. The Series D Bonds shall be subject to redemption, at the option of the District on such dates and terms as shall be designated in the Bond Purchase Contract. The Bond Purchase Contract may provide that the Series D Bonds shall not be subject to optional redemption.

The "redemption date" is that date on which the Bonds which are called are to be presented for redemption.

(b) Mandatory Sinking Fund Redemption. The Series D Bonds, if any, which are designated in the Bond Purchase Contract as Series D Term Bonds shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot, from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in the Bond Purchase Contract. The principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately by the amount of any Series D Bonds of that maturity optionally redeemed prior to the mandatory sinking fund payment date. The Bond Purchase Contract may provide that the Series D Bonds shall not be subject to mandatory sinking fund redemption.

The Auditor-Controller of the County is hereby authorized to create such sinking funds or accounts for the Series D Bonds as shall be necessary to accomplish the purposes of this section.

(c) Notice of Redemption. Notice of optional, unscheduled or contingent bond call redemption of any Series D Bonds shall be given by the Paying Agent upon the written request of the District. Notice of any such redemption of Series D Bonds shall be mailed postage prepaid, not less than 30 nor more than 60 days prior to the redemption date (i) by first class mail to the respective Owners thereof at the addresses appearing on the bond registration books described in Section 8(c), (ii) by secured mail to all organizations registered with the Securities and Exchange Commission as securities depositories, and (iii) as may be further required in accordance with the Continuing Disclosure Certificate of the District described in Section 15.

Each notice of redemption shall contain all of the following information:

- (i) the date of such notice;
- (ii) the name of the Bonds and the date of issue of the Bonds;
- (iii) the redemption date;
- (iv) the redemption price;
- (v) the dates of maturity of the Bonds to be redeemed;
- (vi) (if less than all of the Bonds of any maturity are to be redeemed) the distinctive numbers of the Bonds of each maturity to be redeemed;
- (vii) (in the case of Bonds redeemed in part only) the respective portions of the principal amount of the Bonds of each maturity to be redeemed;
- (viii) the CUSIP number, if any, of each maturity of Bonds to be redeemed;
- (ix) a statement that such Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; and
- (x) notice that further interest on such Bonds will not accrue after the designated redemption date.

(d) Effect of Notice. A certificate of the Paying Agent or the District that notice of call and redemption has been given to Owners and to the appropriate securities depositories and information services as herein provided shall be conclusive as against all parties. The actual receipt by the Owner of any Series D Bond or by any securities depository or information service of notice of redemption shall not be a condition precedent to redemption, and failure to receive such notice, or any defect in the notice given, shall not affect the validity of the proceedings for the redemption of such Bonds or the cessation of interest on the date fixed for redemption.



When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Bonds called for redemption is set aside for the purpose as described in subsection (f) of this Section, the Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Bonds at the place specified in the notice of redemption, such Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Bonds so called for redemption after such redemption date shall look for the payment of such Bonds and the redemption premium thereon, if any, only to the interest and sinking fund or the escrow fund established for such purpose. All Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(e) Right to Rescind Notice. The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the interest and sinking fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(f) Redemption Fund. Prior to or on the redemption date of any Bonds there shall be available in the interest and sinking fund of the District, or held in trust for such purpose as provided by law, moneys for the purpose and sufficient to redeem, at the premiums payable as in this resolution provided, the Bonds designated in said notice of redemption. Such moneys so set aside in any such escrow fund shall be applied on or after the redemption date solely for payment of principal of and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds, provided that all moneys in the interest and sinking fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the interest and sinking fund of the District, unless otherwise provided for to be paid from such escrow. If, after all of the Bonds have been redeemed and cancelled or paid and cancelled, there are moneys remaining in the interest and sinking fund of the District or otherwise held in trust for the payment of redemption price of the Bonds, said moneys shall be held in or returned or transferred to the interest and sinking fund of the District for payment of any outstanding bonds of the District payable from said fund; provided, however, that if said moneys are part of the proceeds of bonds of the District, said moneys shall be transferred to the fund created for the payment of principal of and interest on such bonds. If no such bonds of the District are at such time outstanding, said moneys shall be transferred to the general fund of the District as provided and permitted by law.

(g) Defeasance of Bonds. If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all outstanding Bonds all of the principal, interest and premium, if any, represented by such Bonds at the times and in the manner provided herein and in the Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation to levy taxes for payment thereof, as provided in Section 11 hereof, and such obligation and all agreements and

covenants of the District and of the County to such Owners hereunder and under the Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Bonds, but only out of moneys on deposit in the interest and sinking fund or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (h) hereof shall apply in all events.

For purposes of this section, the District may pay and discharge any or all of the Bonds by depositing in trust with the Paying Agent or an escrow agent at or before maturity, money or non-callable direct obligations of the United States of America (including zero interest-bearing State and Local Government Series securities ("SLGS")) or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available moneys then on deposit in the interest and sinking fund of the District, be fully sufficient, in the opinion of a certified public accountant ("verification agent"), to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates. The escrow agent and the verification agent will be selected by the District subject to the approval of the County to be given by the County Treasurer.

(h) Unclaimed Moneys. Any money held in any fund created pursuant to this Resolution, or by the Paying Agent in trust, for the payment of the principal of, redemption premium, if any, or interest on the Bonds and remaining unclaimed for one year after the principal of all of the Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the interest and sinking fund of the District for payment of any outstanding bonds of the District payable from said fund; or, if no such bonds of the District are at such time outstanding, said moneys shall be transferred to the general fund of the District as provided and permitted by law.

Section 8. Paying Agent: (a) Appointment. The County Treasurer is hereby appointed the initial Paying Agent for the Series D Bonds. "Paying Agent" shall mean the County Treasurer and his designated agents or his successors or assigns, acting in the capacity of paying agent, registrar, authenticating agent and transfer agent. The County Treasurer is authorized to contract with any third party to perform the services of Paying Agent under this Resolution.

(b) Principal Corporate Trust Office. Unless otherwise specifically noted, any reference herein to the "principal corporate trust office" of the Paying Agent shall mean the office of the Paying Agent in Los Angeles, California; provided, however, that in any case "principal corporate trust office" shall mean any other office of the Paying Agent designated for a particular purpose, and shall include the principal corporate trust office or other designated office of any successor paying agent.

(c) Registration Books. The Paying Agent will keep or cause to be kept at its principal corporate trust office sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the County and the District, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred on said books, Bonds as provided in Section 9 hereof.

(d) Payment of Fees and Expenses. The fees and expenses of the Paying Agent shall be the responsibility of the District, and to the extent not paid from the proceeds of sale of the Bonds, shall be paid in each year from the interest and sinking fund of the District, insofar as permitted by law, including specifically by Section 15232 of the Education Code of the State of California.

Section 9. Transfer Under Book-Entry System; Discontinuation of Book-Entry System: (a) The Series D Bonds shall be initially issued and registered as provided in Section 4. Registered ownership of such Series D Bonds, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a "substitute depository"); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District or the County, upon (1) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the County (upon consultation with the District) to substitute another depository for The Depository Trust Company (or its successor) because The Depository Trust Company or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the County (upon consultation with the District) to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this section, upon receipt of the outstanding Series D Bonds by the Paying Agent, together with a written request of the District or County to the Paying Agent, a new Series D Bond for each maturity shall be executed and delivered in the aggregate principal amount of the Series D Bonds then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District or County. In the case of any transfer pursuant to clause (iii) of subsection (a) of this section, upon receipt of the outstanding Series D Bonds by the Paying Agent together with a written request of the District or County to the Paying Agent, new Series D Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District or County, subject to the limitations of Section 5 and the receipt of such a written request of the District or County, and thereafter, the Series D Bonds shall be transferred pursuant to the provisions set forth in Section 10 of this resolution; provided, that the Paying Agent shall not be required to deliver such new Series D

Bonds within a period of less than 60 days after the receipt of any such written request of the District or County.

(c) The County, the District and the Paying Agent shall be entitled to treat the person in whose name any Series D Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the County, the District or the Paying Agent; and the County, the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series D Bonds, and neither the County, the District or the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including The Depository Trust Company or its successor (or substitute depository or its successor), except for the Owner of any Series D Bonds.

(d) So long as the outstanding Series D Bonds are registered in the name of Cede & Co. or its registered assigns, the District, the County and the Paying Agent shall cooperate with Cede & Co., as sole Owner, or its registered assigns in effecting payment of the principal of and interest on the Series D Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available (e.g., by wire transfer) on the date they are due.

Section 10. Transfer and Exchange: (a) Transfer. Following the termination or removal of the depository pursuant to Section 9 hereof, any Series D Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 8(c) hereof, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Series D Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Series D Bond or Bonds shall be surrendered for transfer, the designated County officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4, a new Series D Bond or Bonds of the same series, maturity, interest payment mode and interest rate for a like aggregate principal amount. The Paying Agent may require the payment by any Owner of Series D Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of any Series D Bond shall be required to be made by the Paying Agent during the period from (1) the close of business on the applicable Record Date to and including the succeeding interest date, or (2) the close of business on the date on which notice is given that such Series D Bond has been selected for redemption in whole or in part, to and including the designated redemption date.

(b) Exchange. The Series D Bonds may be exchanged for Series D Bonds of other authorized denominations of the same maturity, interest payment mode and interest rate, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Series D Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed request for exchange in a form approved by the Paying Agent.

Whenever any Series D Bond or Bonds shall be surrendered for exchange, the designated County officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4, a new Series D Bond or Bonds of the same maturity and interest payment mode and interest rate for a like aggregate principal amount. The Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchange of any Series D Bonds shall be required to be made by the Paying Agent during the period from (1) the close of business on the applicable Record Date to and including the succeeding interest date, or (2) the close of business on the date on which notice is given that such Series D Bond has been selected for redemption in whole or in part, to and including the designated redemption date.

Section 11. Obligation to Levy Taxes to Pay Bonds: The money for the payment of principal, redemption premium, if any, and interest with respect to the Series D Bonds shall be raised by taxation upon all taxable property in the District and provision shall be made for the levy and collection of such taxes in the manner provided by law and for such payment out of the interest and sinking fund of the District, and the Board of Supervisors of the County hereby covenants to levy ad valorem taxes for the payment of the Series D Bonds on all property in the District subject to taxation by the County without limitation as to rate or amount (except certain personal property which is taxable at limited rates).

Section 12. Sale of Bonds; Bond Purchase Contract: The Series D Bonds shall be sold to the Underwriter not later than January 31, 2007, pursuant to a Bond Purchase Contract in substantially the form presented at this meeting, at a purchase price to be set forth therein (which purchase price shall be approved by the County Treasurer, this Board of Supervisors hereby expressly delegating to such officer the authority to execute the Bond Purchase Contract on its behalf), is hereby approved; provided, that (i) the true interest cost for the Series D Bonds shall not be in excess of 7%, (ii) the maximum interest rate on the Series D Bonds shall not be in excess of 7.00% per annum; (iii) the underwriter's discount shall not exceed .80% of the aggregate principal amount of the Series D Bonds (excluding any costs of issuance the Underwriter agrees to pay pursuant to Section 10(b) of the Bond Purchase Contract); and (iv) the Series D Bonds shall otherwise conform to the limitations specified herein.

The Bond Purchase Contract shall recite the aggregate principal amount of the Series D Bonds, the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual interest payment dates thereof, and the terms of optional and mandatory sinking fund redemption thereof. The Bond Purchase Contract, together with this Resolution, shall constitute the order of the Board of Supervisors for purposes of Section 15230 of the Education Code.

The County Treasurer (or an authorized deputy or delegate of the County Treasurer) is hereby authorized and directed to accept the offer of the Underwriter when said offer is satisfactory to the County Treasurer, and to execute and deliver the Bond Purchase Contract on behalf of the County in substantially the form presented at this meeting, with such changes therein as shall be approved by the authorized officer of the County executing the same, and such execution shall constitute conclusive evidence of the County Treasurer's approval and this Board of Supervisors' approval of any change therein from the form of such Bond Purchase Contract.

Section 13. Deposit and Investment of Proceeds: (a) This Board of Education hereby reserves the right to invest proceeds of the Series D Bonds in any investment permitted to the District by Government Code Section 53601 and following, as the same may be amended or supplemented from time to time. In addition,

(i) At the written request of the District, given by an officer of the District, who is hereby expressly authorized to make such request, all or any portion of the building fund of the District may be invested on behalf of the District in the Local Agency Investment Fund in the treasury of the State of California.

(ii) At the written request of the District, given by an officer of the District, who is hereby expressly authorized to make such request, all or any portion of the building fund of the District may be invested on behalf of the District, in investment agreements, including guaranteed investment contracts, which comply with the requirements of each rating agency then rating the Series D Bonds necessary in order to maintain the then-current rating on the Series D Bonds.

(b) The County makes no assurance regarding the application of the proceeds of the Series D Bonds by the District.

Section 14. Tax Covenant: The County acknowledges and relies upon the fact that the District has represented and covenanted that it shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Series D Bonds under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and that it will comply with the requirements of the Tax Certificate of the District with respect to the Series D Bonds, to be entered into by the District as of the date of issuance of the Series D Bonds, and further that such representation and covenant shall survive payment in full or defeasance of the Series D Bonds.

Section 15. Continuing Disclosure Certificate: The County acknowledges and relies upon the fact that the District has represented that it shall execute a Continuing Disclosure Certificate containing such covenants of the District as shall be necessary to comply with the requirements of Securities and Exchange Commission Rule 15c2-12. The County acknowledges and relies upon the fact that the District has covenanted that it will comply with and carry out all of the provisions of such Continuing Disclosure Certificate. The District shall function as or cause the appointment of a dissemination agent, who will perform all duties and obligations of the dissemination agent as set forth in the Continuing Disclosure Certificate, and the County shall have no responsibilities either for compliance with the Continuing Disclosure Certificate or for the duties of the dissemination agent.

Section 16. Limited Responsibility for Official Statement: Neither the Board of Supervisors nor any officer of the County has prepared or reviewed the official statement of the District describing the Series D Bonds (the "Official Statement"), and this Board of Supervisors and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures, as they may relate to funds of the District held by the County Treasurer, the County Treasurer is hereby authorized and directed to prepare and review such information for inclusion in the District's

Official Statement and in a preliminary Official Statement, and to certify in writing prior to or upon the issuance of the Series D Bonds that the information contained in such section does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

Section 17.     Approval of Actions: The Mayor of this Board of Supervisors, the Executive Officer-Clerk of this Board of Supervisors, the County Auditor-Controller, the County Counsel, and the County Treasurer and the deputies and designees of any of them, are hereby authorized and directed to execute and deliver any and all certificates and representations, as may be acceptable to County Counsel, including signature certificates, no-litigation certificates, and other certificates proposed to be distributed in connection with the sale of the Series D Bonds, necessary and desirable to accomplish the transactions authorized herein.

Section 18.     Effective Date: This resolution shall take effect from and after its adoption.

The foregoing resolution was on the \_\_\_\_ day of \_\_\_\_\_, 2006, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

SACHI A. HAMAI, EXECUTIVE OFFICER-  
CLERK OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF LOS ANGELES.

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Deputy County Counsel

CERTIFICATE OF THE EXECUTIVE OFFICER-CLERK  
OF THE BOARD OF SUPERVISORS

[to be provided by Executive Officer-Clerk of the Board of Supervisors]



## EXHIBIT A

### [Form of Series D Bond]

Number UNITED STATES OF AMERICA Amount  
R-\_\_ STATE OF CALIFORNIA \$\_\_\_\_\_  
COUNTY OF LOS ANGELES

INGLEWOOD UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS, 1998 ELECTION, 2006 SERIES D

Maturity Date Interest Rate Dated as of CUSIP NO.  
October 1, \_\_\_\_ % \_\_\_\_, 2006 \_\_\_\_\_

Registered Owner: CEDE & CO.

Principal Sum: \_\_\_\_\_ DOLLARS

On behalf of the Inglewood Unified School District, County of Los Angeles, State of California (herein called the "District"), the County of Los Angeles hereby acknowledges itself obligated to and promises to pay, but only from taxes collected by the County for such purpose pursuant to Section 15250 of the Education Code of the State of California, to the registered owner identified above or registered assigns, on the maturity date set forth above or upon prior redemption hereof, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money at the interest rate per annum stated above, payable on April 1 and October 1 in each year, commencing April 1, 2007, until payment of said principal sum. If this bond is authenticated and registered on any date prior to the close of business on March 15, 2007, it shall bear interest from the date hereof. If authenticated during the period between a Record Date (as defined below) and the close of business on its corresponding interest payment date, it shall bear interest from such interest payment date. Otherwise, this bond shall bear interest from the interest payment date immediately preceding the date of its authentication.

The principal hereof is payable to the registered owner hereof upon the surrender hereof at the principal corporate trust office (as defined in the Resolution) of the paying agent/registrar and transfer agent of the District (herein called the "Paying Agent"), the Treasurer and Tax Collector of the County of Los Angeles, including the designated agents, successors and assigns of the Treasurer acting in such capacity. The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the registered owner hereof as of the close of business on the 15<sup>th</sup> day of the month preceding an interest payment date (the "Record Date"), whether or not such day is a business day, such interest to be paid by check or draft mailed to such registered owner at the owner's address as it appears on such registration books, or at such other address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an interest payment date, of the owner of Bonds (hereinafter defined) aggregating at least \$1,000,000 in principal amount, interest will be paid in immediately available funds (e.g., by wire transfer) to an account maintained in the United States as specified by the owner in such request. So long as Cede & Co. or its registered assigns shall be the registered owner of this bond, payment shall be made in immediately available funds as provided in the Resolution hereinafter described.

This bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), amounting in the aggregate to \$\_\_\_\_\_, and designated as "Inglewood Unified School District General Obligation Bonds, 1998 Election, 2006 Series D" (the "Bonds"). The Bonds were authorized by a vote of at least two-thirds of the voters voting at an election duly and legally called, held and conducted in the District on November 3, 1998. The Bonds are issued and sold by the Board of Supervisors of the County of Los Angeles, State of California, pursuant to and in strict conformity with the provisions of the Constitution and laws of said State, and of a resolution (herein called the "Resolution") adopted by said Board of Supervisors on November 8, 2006, and subject to the more particular terms specified in the Bond Purchase Contract executed by the District and the County on \_\_\_\_\_.

The Bonds are issuable as fully registered bonds without coupons in the denomination of \$5,000 principal amount or any integral multiple thereof, provided that no Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same series, interest payment mode, interest rate, and maturity of other authorized denominations.

This bond is transferable by the registered owner hereof, in person or by attorney duly authorized in writing, at the principal corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this bond. Upon such transfer, a new Bond or Bonds of authorized denomination or denominations of the same series, interest payment mode, interest rate, and same aggregate principal amount will be issued to the transferee in exchange herefor.

The County, the District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the County, the District and the Paying Agent shall not be affected by any notice to the contrary.

The Bonds are subject to optional and mandatory sinking fund redemption on the terms and subject to the conditions specified in the Resolution, and as further specified in the attached Redemption Schedule. If this bond is called for redemption and payment is duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption.

In reliance upon the representations, certifications and declarations of the District, the Board of Supervisors hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this bond, is within the limit provided by law; that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this bond have been done and performed in strict conformity with the laws authorizing the issuance of this bond; and that this bond is in substantially the form prescribed by order of the Board of Supervisors duly made and entered on its minutes. The Bonds represent an obligation of the District payable out of the interest and sinking fund of the District, and the money for the payment of principal of, premium, if any, and interest hereon, shall be raised by taxation upon the taxable property of the District.

This bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF the County of Los Angeles has caused this INGLEWOOD UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BOND, 1998 ELECTION, 2006 SERIES D bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the Mayor of the Board of Supervisors of the County and the Treasurer and Tax Collector of the County, and to be countersigned by the manual or facsimile signature of the Executive Officer-Clerk of the Board of Supervisors of the County, and has caused the seal of the County to be affixed hereto, all as of the date stated above.

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Mayor of the Board of Supervisors  
County of Los Angeles

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Treasurer and Tax Collector  
County of Los Angeles

[Seal]

Countersigned:

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Executive Officer-Clerk of the Board of Supervisors

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION

This is one of the INGLEWOOD UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, 1998 ELECTION, 2006 SERIES D, described in the within-mentioned Resolution and authenticated and registered on \_\_\_\_\_.

TREASURER AND TAX COLLECTOR OF THE COUNTY  
OF LOS ANGELES, as Paying Agent,  
By U.S. Bank Trust National Association, Los Angeles,  
California, as its agent.

By \_\_\_\_\_  
Authorized Officer

DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

[STATEMENT OF INSURANCE]

## ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_ the within-mentioned Registered Bond and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney, to transfer the same on the books of the Paying Agent/Registrar and Transfer Agent with full power of substitution in the premises.

\_\_\_\_\_  
I.D. Number

\_\_\_\_\_  
NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Registered Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: \_\_\_\_\_

Signature Guarantee: \_\_\_\_\_  
Notice: Signature must be guaranteed by an eligible guarantor institution.

## REDEMPTION SCHEDULE

INGLEWOOD UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS  
1998 ELECTION, 2006 SERIES D

Optional Redemption: [to come from purchase contract]

Mandatory Sinking Fund Redemption: [to come from purchase contract]

## PURCHASE CONTRACT

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**[\$51,000,000]**

**INGLEWOOD UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS,  
1998 ELECTION, 2006 SERIES D**

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November \_\_, 2006

Board of Supervisors  
County of Los Angeles  
Los Angeles, California

Board of Education  
Inglewood Unified School District  
Inglewood, California

Ladies and Gentlemen:

The undersigned (the "Underwriter") offers to enter into this Purchase Contract with the County of Los Angeles (the "County"), acting through its Treasurer and Tax Collector (the "County Treasurer"), and with the Board of Education of the Inglewood Unified School District (the "District"), acting through its Superintendent. The offer made hereby is subject to acceptance by the County and the District by execution and delivery of this Purchase Contract (the "Purchase Contract") to the Underwriter at or prior to 11:59 p.m., California time, on the date hereof, but it shall be irrevocable until such time as it is sooner accepted or rejected by the County and the District. Upon acceptance of this offer by the County and the District in accordance with the terms hereof, this Purchase Contract will be binding upon the County and the District and upon the Underwriter.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, covenants and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the County for offering to the public, and the County hereby agrees, on behalf of the District, to sell to the Underwriter for such purpose, all (but not less than all) of the [\$51,000,000] aggregate original principal amount of the Inglewood Unified School District General Obligation Bonds, 1998 Election, 2006 Series D (the "Bonds"), at the Purchase Price of \$ -----, which has been computed as the par amount of the Bonds [(\$51,000,000.00)] less underwriter's discount (\$-----), less premium for a policy of municipal bond insurance (\$-----), and less other costs of issuance of the Bonds (\$-----) which the Underwriter agrees to pay pursuant to Section 10 hereof. The all-in true interest cost for the Bonds is -----%.

2. The Bonds. The Bonds shall be issued pursuant to Section 15100 et seq. of the Education Code of the State of California, and in accordance with Resolution No. ----- of the Board of Education of the District (the "District Resolution"), adopted on October \_\_, 2006, and the Resolution of the Board of Supervisors of the County, adopted on November \_\_, 2006, relating to the Bonds (the "Resolution"). The Bonds shall conform in all respects to the terms and provisions set forth in the Resolution and in this Purchase Contract, including in Appendix A hereto.

The Bonds shall be issued as current interest bonds. The Bonds shall be dated as of their date of delivery, and shall mature on October 1 in each year, in the principal amounts, and pay interest at the rates, as shown in Appendix A. Interest on the Bonds shall be payable on April 1, 2007, and semiannually thereafter on April 1 and October 1 of each year.

The Bonds shall otherwise be as described in the Official Statement of the District with respect to the Bonds, dated the date hereof (the "Official Statement").

The Bonds shall be subject to optional and mandatory sinking fund redemption at the times and in the principal amounts shown in Appendix A.

The Bonds shall be insured by a municipal bond insurance policy to be issued by [---  
-----] (the "Insurer").

The Bonds shall be in full book-entry form. One fully registered certificate for each maturity of the Bonds will be prepared and delivered as described in Section 9 hereof, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, NY ("DTC"), and will be made available to the Underwriter for inspection at such place as may be mutually agreed to by the Underwriter and the District, not less than one (1) business day prior to the Closing Date, as defined in Section 9 hereof. The Underwriter shall order CUSIP identification numbers and the District shall cause such CUSIP identification numbers to be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this Purchase Contract.

3. Offering. The Underwriter hereby certifies that it has made a bona fide public offering of all the Bonds as of the date hereof at the prices shown in the table attached to Appendix A hereto. On or prior to the Closing Date, the Underwriter shall provide the District with information regarding the prices at which a representative portion of each maturity of the Bonds were sold to the public, in such form as the District may reasonably request, for purposes of determining the yield on the Bonds.

The County hereby ratifies, approves, and confirms the distribution of this Purchase Contract and the Resolution, and the District hereby ratifies, approves, and confirms the distribution of this Purchase Contract and the Preliminary Official Statement of the District with respect to the Bonds, dated November \_\_, 2006 (together with the appendices thereto, any documents incorporated therein by reference, and any supplements or amendments thereto, the "Preliminary Official Statement"), in connection with the public offering and sale of the Bonds by the Underwriter.



The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement, and agrees that it will provide, consistent with the requirements of Municipal Securities Rulemaking Board ("MSRB") Rule G-32, for the delivery of a copy of the Official Statement to each customer who purchases any Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and to deliver a copy of the Official Statement to a national repository on or before the Closing Date, and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and 17 CFR Section 240.15c2-12, promulgated by the Securities and Exchange Commission ("Rule 15c2-12").

The Underwriter hereby agrees that prior to the time the Official Statement is available, the Underwriter will send to any potential purchaser of the Bonds, upon request, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The District will deliver to the Underwriter within seven business days from the date hereof, up to 250 copies (as the Underwriter shall request) of the Official Statement of the District with respect to the Bonds, signed by the Superintendent of the District, dated as of the date hereof, substantially in the form of the Preliminary Official Statement with such changes thereto as shall be approved by the Underwriter.

4. Representations and Agreements of the County. The County represents to and agrees with the Underwriter that, as of the date hereof and as of the Closing Date:

(a) The County is a political subdivision duly organized and validly existing under the Constitution and general laws of the State of California.

(b) The County is duly authorized and has full legal right, power and authority to issue, sell and deliver the Bonds on behalf of the District, pursuant to the direction of the District contained in the District Resolution, and to provisions of the laws of the State of California.

(c) The County has full legal right, power and authority to enter into this Purchase Contract, to adopt the Resolution, and to observe and perform the covenants and agreements of this Purchase Contract and the Resolution required to be observed and performed by the County.

(d) The County has duly adopted the Resolution in accordance with the laws of the State; the Resolution is in full force and effect and has not been amended, modified or rescinded and all representations of the County set forth in the Resolution are true and correct on the date hereof; the County has duly authorized and approved the execution and delivery of the Bonds and this Purchase Contract, and the observance and performance by the County through its officers and agents of its covenants and agreements contained therein and herein required to have been observed or performed at or prior to the Closing, as defined in Section 9 hereof; and the County has complied, and will at the Closing be in compliance in all respects, with the obligations in connection with the issuance of the Bonds on its part contained in this Purchase Contract, the Resolution, and the Bonds.

(e) The Preliminary Official Statement as of its date does not, and the Official Statement as of its date will not, and if supplemented or amended, as of the date of any such supplement or amendment will not, solely with respect to the information contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County Treasurer), contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(f) To the best knowledge of the County, the execution and delivery of this Purchase Contract, the Bonds, and the adoption of the Resolution, and compliance with the provisions on the County's part contained herein will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the County under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as may be created by this Purchase Contract and the Resolution.

(g) All authorizations, consents or approvals of, or registrations, if any, with any governmental authority or court necessary for the valid execution and delivery by the County of the Bonds and this Purchase Contract and the adoption of the Resolution will have been duly obtained or made prior to the execution and delivery of the Bonds; provided, however, that no representation is made by the County as to compliance with federal securities laws or state "blue sky" or similar securities laws of any state in connection with the offering, sale or issuance of the Bonds.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending with service of process completed on the County, or, to the best knowledge of the County, threatened against the County (i) affecting the existence of the County or the titles of officers of the County required to sign the Bonds or other documents in connection with the delivery of the Bonds to their respective offices, or seeking to prohibit, restrain or enjoin the execution and delivery of this Purchase Contract; (ii) seeking to affect the issuance of the Bonds; or (iii) in any material way contesting or affecting the validity or enforceability of the Bonds, the Resolution or this Purchase Contract, (iv) contesting the powers of the County or its authority to enter into, adopt or perform its obligations under any of the foregoing; or (v) seeking to restrain or enjoin the collection of the *ad valorem* tax authorized to be levied to pay the principal of and interest on the Bonds, or the application thereof.

(i) The County will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate, and will use its best efforts to continue such qualification in effect so long as required for distribution of the Bonds; provided, however, that in no event will the County be required to take any action which would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject. Compliance with "blue sky" laws shall be the sole responsibility of the Underwriter.

(j) Solely as to information contained in the Official Statement provided by the County describing the County's investment policy, current portfolio holdings, and valuation procedures, if between the date of this Purchase Contract and the end of the Underwriting Period as defined in Section 5(m), an event occurs, of which the County has or reasonably should have knowledge, which could cause said information, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such statements made therein, in the light of the circumstances under which it was presented, not misleading, the County will notify the Underwriter and the District.

5. Representations and Agreements of the District. The District represents to and agrees with the Underwriter that, as of the date hereof and as of the Closing Date:

(a) The District is a unified school district duly organized and validly existing under the Constitution and general laws of the State of California.

(b) The District has full legal right, power and authority to enter into this Purchase Contract and the Continuing Disclosure Undertaking of the District with respect to the Bonds, in substantially the form attached as Appendix [\_\_\_] to the Preliminary Official Statement (the "Continuing Disclosure Undertaking"), to adopt the District Resolution and to distribute the Official Statement, and to observe and perform the covenants and agreements of this Purchase Contract, the Continuing Disclosure Undertaking and the District Resolution, to be observed and performed by the District.

(c) The District has duly adopted the District Resolution in accordance with the laws of the State; the District Resolution is in full force and effect and has not been amended, modified or rescinded, and all representations of the District set forth in the Resolution are true and correct; the District has duly authorized and approved the execution and delivery of the Bonds and this Purchase Contract, and the observance and performance by the District through its officers and agents of its covenants and agreements contained therein required to have been observed or performed at or prior to the Closing; and the District has complied, and will at the Closing be in compliance in all respects, with the obligations in connection with the issuance of the Bonds on its part contained in this Purchase Contract, the District Resolution, and the Bonds.

(d) The District represents to the Underwriter that the Preliminary Official Statement has been "deemed final" by the District as of its date within the meaning of paragraph (a)(2) of Rule 15c2-12, except for the omission of some or all of such information the omission of which is permitted under Rule 15c2-12.

(e) The Preliminary Official Statement as of its date does not, and the Official Statement as of its date will not, and if supplemented or amended, as of the date of any such supplement or amendment will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; in each case excluding therefrom any information contained therein relating to DTC or its book-entry only system, information contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County Treasurer), information provided by the Underwriter concerning the reoffering of the Bonds, and information relating to the Insurer or the municipal bond insurance policy to be issued thereby insuring payment on the Bonds, as to all of which the District expresses no view.

(f) The District will undertake, pursuant to the District Resolution and the Continuing Disclosure Undertaking, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

(g) The District has, and has had, no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.

(h) To the best knowledge of the District, the execution and delivery of this Purchase Contract, the Continuing Disclosure Undertaking, the District Resolution and the Bonds, the approval of the Official Statement and compliance with the provisions on the District's part contained herein will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the District under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument.

(i) Except as may be required under "blue sky" or other securities laws of any state, or has already been obtained, and except for actions of the parties hereto, there is no consent, approval, authorization, other order of, or certification by, any regulatory authority having jurisdiction over the District required for the issuance, sale or validity of the Bonds or performance by the District of its obligations under the Purchase Contract, the District Resolution, or the Continuing Disclosure Undertaking.

(j) Except for litigation disclosed in the Preliminary Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending with service of process completed on the District, or, to the best knowledge of the District, threatened against the District (i) affecting the existence of the District or the titles of its officers required to approve or sign documents necessary for the delivery of the Bonds to their respective offices, or seeking to prohibit, restrain or enjoin the execution and delivery of the Continuing Disclosure Undertaking or this Purchase Contract; (ii) seeking to affect delivery of the Bonds; (iii) in any material way contesting or affecting the validity or enforceability of the Bonds, the District Resolution, the Continuing Disclosure Undertaking or this Purchase Contract, (iv) contesting the powers of the District or its authority to enter into, adopt or perform its obligations under any of the foregoing, or contesting in any material way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto; or (v) seeking to restrain or enjoin the collection of the *ad valorem* tax authorized to be levied to pay the principal of and interest on the Bonds, or the application thereof.

(k) The District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate, and will use its best efforts to continue such qualification in effect so long as required for

distribution of the Bonds; provided, however, that in no event will the District be required to take any action which would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject. Compliance with "blue sky" laws shall be the sole responsibility of the Underwriter.

(l) If between the date of this Purchase Contract and the Closing Date an event occurs, of which the District has or reasonably should have knowledge, which could cause the information relating to the Bonds, the security for the Bonds, or the District, its functions, duties and responsibilities contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, or if the County gives notice of an event pursuant to Section 4(j) hereof, the District will notify the Underwriter, and if, in the reasonable opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District hereby agrees to cooperate with the Underwriter in the preparation of an amendment or supplement to the Official Statement in a form and manner approved by the Underwriter; provided, however, that all expenses thereby incurred will be paid by the District; and provided, further, that the Underwriter will obtain the District's prior approval before any such expense is incurred.

(m) The District undertakes that from the Closing Date until the end of the Underwriting Period, it will (i) apprise the Underwriter of all material developments, if any, occurring with respect to the District, and (ii) if requested by the Underwriter, prepare a supplement to the Official Statement in respect of any such material event; provided, however, that the out-of-pocket costs and expenses, including legal fees and expenses, associated with providing any such supplement, will be borne by the Underwriter.

For purposes of this Purchase Contract, the end of the Underwriting Period shall mean the Closing Date, unless the Underwriter shall notify the District on or prior to the Closing Date to the contrary, and in any event not later than 25 days after the Closing Date.

6. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the County and the District that, as of the date hereof and as of the Closing Date:

(a) The Underwriter is duly authorized to execute this Purchase Contract and to take any action under the Purchase Contract required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the County and the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship with the District or the County with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

(d) The Underwriter has reasonably determined that the District's undertaking pursuant to Sections 5(f) and 7(b)(9) hereof to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with Rule 15c2-12.

7. Conditions to Closing. (a) The representations and warranties of the County and the District contained herein shall be true and correct in all material respects at and as of the Closing Date, as if made at and as of the Closing Date, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true and correct in all material respects on the Closing Date; and the County and the District shall be in compliance with each of the agreements made by them in this Purchase Contract.

(b) At or before Closing, and contemporaneously with the acceptance of delivery of the Bonds, the District will provide to the Underwriter:

(1) a certificate, signed by an official of the District, confirming to the Underwriter that the Preliminary Official Statement as of its date did not, and the Official Statement as of its date and at the time of Closing did not and does not, to the best of the knowledge of said official, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and that there has been no material adverse change in the financial condition or affairs of the District which would make it unreasonable for the purchaser of the Bonds to rely upon the Official Statement in connection with the resale of the Bonds, excluding in each case any information contained in the Official Statement relating to DTC or its book-entry only system, information contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County Treasurer), information provided by the Underwriter concerning the reoffering of the Bonds, and the information relating to the Insurer or the municipal bond insurance policy to be issued thereby insuring payment on the Bonds.

(2) a certificate, signed by an official of the County, confirming to the Underwriter that the Preliminary Official Statement as of its date did not, and the Official Statement as of its date and at the time of Closing did not and does not, to the best of the knowledge of said official, solely with respect to the information contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County Treasurer), contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(3) a certificate or certificates, signed by appropriate officials of the District or the County (as the case may be) confirming to the Underwriter that, as of the date of this Purchase Contract and at the time of Closing, to the best of the knowledge of said official or officials, there is no litigation pending concerning the validity of the Bonds, the corporate existence of the District or the County, or the entitlement of the officers of the County who have signed the Bonds, or the entitlement of the officers of the District who have signed the various certificates and agreements of the District relating to the issuance and sale of Bonds, to their respective offices.

(4) a certificate or certificates, signed by an official of the District, confirming to the Underwriter that as of the Closing Date all of the representations of the District contained in this Purchase Contract are true, and that the District Resolution is in full force and effect and has not been amended, modified or rescinded.

(5) a certificate or certificates, signed by an official of the County, confirming to the Underwriter that as of the Closing Date all of the representations of the County contained in this Purchase Contract are true, and that the Resolution is in full force and effect and has not been amended, modified or rescinded.

(6) the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel with respect to the issuance of the Bonds ("Bond Counsel"), addressed to the District, approving the validity of the Bonds, substantially in the form set forth as Appendix [ ] to the Official Statement.

(7) the duly executed Arbitrage and Use of Proceeds Certificate of the District, dated the Closing Date, in form satisfactory to Bond Counsel.

(8) the receipt of the County Treasurer confirming payment by the Underwriter of the Purchase Price of the Bonds.

(9) the Continuing Disclosure Undertaking of the District, in substantially the form attached to the Preliminary Official Statement.

(10) [the municipal bond insurance policy issued by the Insurer with respect to the Bonds, the tax certificate representations of the Insurer, and an opinion of counsel to the Insurer regarding the enforceability of such policy, in form reasonably satisfactory to the District, Bond Counsel, and the Underwriter.]

(11) the letters of Moody's Investors Service and Standard & Poor's Ratings Group to the effect that such rating agencies have rated the Bonds ["Aaa" and "AAA"], respectively, and that such ratings have not been revoked or downgraded.

(12) A reliance letter from Bond Counsel permitting the Underwriter to rely upon the approving opinion referred to in subparagraph (6).

(13) A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that:

(i) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(ii) this Purchase Contract has been duly authorized, executed and delivered by the County and the District and constitutes a legal, valid and binding agreement of the County and the District, respectively, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;

(iii) the statements contained in the Official Statement, under the captions "THE BONDS", "SECURITY FOR THE BONDS", "LEGAL OPINION", "TAX MATTERS", and "CONTINUING DISCLOSURE UNDERTAKING", and in Appendix [ ] and Appendix [ ] thereto, are accurate in all material respects;

(iv) The Continuing Disclosure Undertaking satisfies the requirements contained in S.E.C. Rule 15c2-12(b)(5) for an undertaking by the District for the benefit of the holders of the Bonds to provide information about the District at the times and in the manner required by said Rule, and the Continuing Disclosure Undertaking has been duly executed and delivered by the District and is a valid and binding agreement of the District.

(14) An opinion of the counsel to the County, dated the Closing Date and addressed to the County, the District and the Underwriter, in form and substance as customarily provided by the County Counsel and satisfactory to the Underwriter and its counsel.

(15) An opinion of the counsel to the District, dated the Closing Date and addressed to the County, the District and the Underwriter, satisfactory in form and substance to the Underwriter and in scope and form to its counsel, to the effect that:

(i) the District is a unified school district organized and validly existing under the Constitution and the laws of the State of California;

(ii) the District Resolution approving and authorizing the execution and delivery of the Purchase Contract, the Bonds and the form of Continuing Disclosure Undertaking and approving the form of the Official Statement was duly adopted at a meeting of the Board of Education of the District which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;

(iii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the best knowledge of such counsel, threatened against the District (a) affecting the existence of the District or the titles of its officers required to approve or sign documents necessary for the delivery of the Bonds, to their respective offices, or seeking to prohibit, restrain or enjoin the execution of the Purchase Contract, the Bonds and the Continuing Disclosure Undertaking; (b) affecting delivery of the Bonds; (c) in any way contesting or affecting the validity or enforceability of the Bonds, the Purchase Contract, the District Resolution or the voter approval of the Bonds; (d) contesting the powers of the District or its authority to enter into, adopt or perform its obligations under any of the foregoing, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto; or (e) seeking to restrain or enjoin the levy or collection of tax revenues pledged for the Bonds;

(iv) the adoption of the District Resolution, the execution and delivery of the Purchase Contract and the Continuing Disclosure Undertaking by the District and



the approval of the form of the Official Statement and issuance of the Bonds and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the District a breach of or default under any agreement or other instrument to which the District is a party or by which it is bound or any existing law, regulation, court order of consent decree to which the District is subject; and

(v) the Bonds have been duly authorized by the District and the Purchase Contract, the Continuing Disclosure Undertaking and the Official Statement have been duly authorized, executed and delivered by the District, and, assuming due authorization, execution and delivery by the other parties thereto and of issuance of the Bonds by the County, and upon due authentication by the Paying Agent of and receipt of payment for the Bonds, the Bonds, the Purchase Contract and the Continuing Disclosure Undertaking will constitute legal, valid and binding agreements of the District enforceable against the District in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against school districts in the state of California.

(16) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence the truth and accuracy, as of the Closing Date, of the representations contained herein and in the Official Statement and the due performance or satisfaction by the County and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

(17) An executed and certified copy of the Resolution.

(18) An executed and certified copy of the District Resolution.

(19) An executed copy of this Purchase Contract.

(20) An executed copy of the Official Statement.

(21) The certificate of the Insurer certifying the accuracy of the information contained in the Official Statement provided by the Insurer regarding the Insurer and its municipal bond insurance policy.

8. Termination. (a) By District or County. In the event of the District's failure to cause the Bonds to be delivered at the Closing, or the inability of the District or the County to satisfy the conditions to the obligations of the Underwriter contained herein (unless waived by the Underwriter), or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate.

(b) By Underwriter.

(1) Excused. The Underwriter may terminate this Purchase Contract, without any liability therefor, by notification to the District and the County if as of the Closing Date any of the following shall have had a material adverse effect on the marketability or market price of the Bonds, in the reasonable opinion of the Underwriter, upon consultation with the District and the County:

(A) There shall have occurred and be continuing the declaration of a general banking moratorium by any authority of the United States or the State of New York or the State of California;

(B) There shall be in force a general suspension of trading or other material restrictions not in force as of the date hereof on the New York Stock Exchange or other national securities exchange;

(C) Legislation shall have been enacted by the Congress of the United States, or passed by and still pending before either House of the Congress, or recommended or endorsed to the Congress for passage by the President of the United States, or favorably reported for passage to and still pending before either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States, or the United States Tax Court, with respect to federal taxation of interest received on securities of the general character of the Bonds, or legislation shall have been enacted by the State of California which renders interest on the Bonds not exempt from State of California personal income taxes;

(D) Legislation shall have been enacted, or a decision of a court of the United States shall have been rendered or any action shall have been taken by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction in the subject matter which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or the Resolution to be qualified under the Trust Indenture Act of 1939, as amended; or

(E) The New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose and there shall be in effect, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charges to the net capital requirements of, underwriters.

(F) The formal declaration of war by Congress or a major escalation of current military hostilities, or the occurrence of any declared national emergency that interrupts or causes disorder to the operation of the financial markets in the United States.

(G) The rating of the Bonds shall have been downgraded or withdrawn by a national rating service.

(H) An event occurs which requires preparation of a supplement to the official statement, pursuant to Section 4(j) or 5(l) hereof.

(2) Unexcused. In the event the Underwriter shall fail for any other reason to pay for the Bonds upon tender of the Bonds at the Closing, the Underwriter shall have no right in or to the Bonds.

9. Closing. At or before 9:00 a.m., California time, on December \_\_, 2006, or at such other date and time as shall have been mutually agreed upon by the County, the District, and the Underwriter, the District will deliver or cause to be delivered to the Underwriter the Bonds in book-entry form duly executed by the County, together with the other documents described in Section 7(b) hereof; and the Underwriter will accept such delivery and pay the Purchase Price of the Bonds as set forth in Section 1 hereof in immediately available funds by federal funds wire, in an aggregate amount equal to such Purchase Price, plus accrued interest, if any, on the Bonds from the date thereof to the date of such payment.

Payment for the delivery of the Bonds as described herein shall be made at the offices of the County Treasurer in Los Angeles, California, or at such other place as shall have been mutually agreed upon by the County and the Underwriter. The Bonds will be delivered through the facilities of DTC in New York, New York, or at such other place as shall have been mutually agreed upon by the County, the District, and the Underwriter. All other documents to be delivered in connection with the delivery of the Bonds shall be delivered at the offices of Orrick, Herrington & Sutcliffe LLP, San Francisco, California. Such payment and delivery is herein called the "Closing" and the date thereof the "Closing Date".

10. Expenses. The Underwriter shall pay the premium for the policy of municipal bond insurance to be issued by the Insurer (\$-----), and up to \$----- of additional costs of issuance of the Bonds, which may include any of the following: (i) the cost of the preparation and reproduction of the District Resolution and the Resolution; (ii) the fees and disbursements of Bond Counsel; (iii) the costs of the preparation, printing and delivery of the Bonds; (iv) the costs of the preparation, printing and delivery of the Preliminary Official Statement, the Official Statement, and any amendment or supplement thereto in the quantity requested by the Underwriter in accordance herewith; (v) initial rating fees of Moody's or Standard & Poor's; and (vi) fees and expenses of the Paying Agent for the Bonds. The District shall pay the balance of all such expenses.

All other costs and expenses incurred by the Underwriter as a result of or in connection with the purchase of the Bonds and their public offering and distribution shall be borne by the Underwriter, including, but not limited to (i) clearing house fees; (ii) DTC fees; (iii) CUSIP fees; (iv) fees required to be paid to the California Debt and Investment Advisory Commission ("CDIAC"); (v) The Bond Market Association fees; (vi) MSRB fees; (vii) costs or fees of qualifying the Bonds for offer and sale in various states chosen by the Underwriter and the costs or fees of preparing "blue sky" or legal investment memoranda to be used in connection therewith; and (viii) fees of any counsel to the Underwriter.

11. Notices. Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the introductory paragraph hereof) may be given to the District, the County or the Underwriter by delivering the same in

writing to the respective addresses given below, or such other address as the District, County or the Underwriter may designate by notice to the other parties.

To the District:	Inglewood Unified School District 401 S. Inglewood Ave. Inglewood, CA 90301 Attn: Chief Operations Officer
To the County:	County of Los Angeles Office of Public Finance 500 West Temple Street, Room 432 Los Angeles, CA 90012 Attn: Treasurer and Tax Collector
To the Underwriter:	Siebert Brandford Shank & Co., L.L.C. Lake Merritt Plaza 1999 Harrison Street, Suite 2720 Oakland, CA 94612 Attn: Peter C. Wong

12. Governing Law. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of California.

13. Parties in Interest. This Purchase Contract when accepted by the County and the District in writing as heretofore specified shall constitute the entire agreement among the County, the District, and the Underwriter, and is solely for the benefit of the County, the District, and the Underwriter (including the successors or assigns thereof). No other person shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Purchase Contract of each of the parties hereto shall remain operative and in full force and effect, regardless of (a) delivery of and payment for the Bonds hereunder, or (b) any termination of this Purchase Contract.

14. Headings. The headings of the paragraphs and sections of this Purchase Contract are inserted for convenience of reference only and shall not be deemed to be a part hereof.

15. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the Superintendent of the District and by the County Treasurer or authorized deputy, and shall be valid and enforceable at the time of such acceptance.

16. Counterparts. This Purchase Contract for the Inglewood Unified School District General Obligation Bonds, 1998 Election, 2006 Series D, may be executed in several counterparts, which together shall constitute one and the same instrument.

Respectfully submitted,

SIEBERT BRANDFORD SHANK & CO., L.L.C.

By: \_\_\_\_\_  
Authorized Officer

Accepted: November \_\_, 2006

INGLEWOOD UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Superintendent

Accepted: November \_\_, 2006

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Treasurer and Tax Collector

APPROVED AS TO FORM:  
RAYMOND G. FORTNER, JR.  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

## **PURCHASE CONTRACT APPENDIX A**

### **TERMS OF THE INGLEWOOD UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, 1998 ELECTION, 2006 SERIES D**

#### **I. Payment Provisions**

The Bonds shall be issued in the principal amounts, bear interest at the respective rates per annum, and mature in the amounts and on the dates in each of the years, specified in Schedule A attached hereto.

#### **II. Optional Redemption**

[The Bonds maturing on or before October 1, 2016, are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on and after October 1, 2016, may be redeemed before maturity, at the option of the District, from any source of available funds, on any Interest Payment Date on or after October 1, 2016, as a whole or in part, at a redemption price equal to the principal amount thereof without premium, plus interest accrued thereon to the date of redemption.]

## **SCHEDULE A**

**[TO COME]**

**BOARD OF EDUCATION  
OF THE  
INGLEWOOD UNIFIED SCHOOL DISTRICT  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**

Res. No. 04/2006/2007

RESOLUTION PRESCRIBING THE TERMS OF SALE OF BONDS OF INGLEWOOD UNIFIED SCHOOL DISTRICT, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO ISSUE AND SELL NOT TO EXCEED \$51,000,000 OF SAID BONDS BY A NEGOTIATED SALE PURSUANT TO A BOND PURCHASE CONTRACT, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF SAID BOND PURCHASE CONTRACT, AND AUTHORIZING THE EXECUTION OF NECESSARY CERTIFICATES RELATING TO SAID BONDS

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WHEREAS, an election was duly called and regularly held pursuant to Section 15100 and following of the Education Code of the State of California in the Inglewood Unified School District, County of Los Angeles, California (herein called the "District"), on November 3, 1998, at which a bond proposition summarized as follows was submitted to the electors of the District:

"To improve safety conditions of neighborhood schools and improve instruction for students, including repairing deteriorating roofs, plumbing and sewer systems, reducing dangers from earthquakes, replacing inadequate or unsafe electrical and heating systems, providing adequate classrooms, science facilities, computer labs, and constructing school classrooms and facilities to relieve overcrowding and can provide for after school programs, shall Inglewood USD issue \$131,000,000 of bonds, at an interest rate within the legal limit?"

and

WHEREAS, at least two-thirds of the votes cast on said proposition were in favor of issuing said bonds; and

WHEREAS, the District has heretofore issued, or caused the Board of Supervisors of the County of Los Angeles (the "County") to issue on its behalf, its "Inglewood Unified School District General Obligation Bonds 1998 Election" listed below:

Series Name	Initial Principal	Outstanding Principal
1999 Series A	\$20,000,000	\$14,655,000
2002 Series B	20,000,000	16,815,000
2003 Series C	40,000,000	38,880,000



WHEREAS, this Board of Education of the District deems it necessary and desirable that the Board of Supervisors of the County of Los Angeles (the "County") shall authorize and consummate the sale of a portion of said bonds in a single series designated the "Inglewood Unified School District General Obligation Bonds, 1998 Election, 2006 Series D" in an aggregate principal amount not exceeding \$51,000,000, according to the terms and in the manner hereinafter set forth; and

WHEREAS, this Board of Education further deems it necessary and desirable to authorize the sale of said bonds by a negotiated sale to Siebert Brandford Shank & Co., LLC (the "Underwriter") pursuant to a Bond Purchase Contract (the "Bond Purchase Contract"); and

WHEREAS, it is necessary and desirable to engage a financial advisor and bond and disclosure counsel to provide services necessary in connection with the issuance of the bonds, pursuant to agreements on file with the Clerk of this Board; and

WHEREAS, there have been submitted and are on file with the Clerk of this Board of Education proposed forms of a Bond Purchase Contract with respect to not to exceed \$51,000,000 aggregate principal amount of Inglewood Unified School District General Obligation Bonds, 1998 Election, 2006 Series D, proposed to be sold;

NOW, THEREFORE, THE BOARD OF EDUCATION OF INGLEWOOD UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER, AS FOLLOWS:

Section 1.      Recitals: All of the above recitals are true and correct.

Section 2.      Request for Sale of Bonds: Pursuant to Section 15140 and following of the Education Code of the State of California, the Board of Supervisors of the County is hereby requested to sell not later than January 31, 2007, by negotiated sale to the Underwriter, not to exceed \$51,000,000 aggregate principal amount of bonds of the Inglewood Unified School District and to designate said bonds to be sold as the "Inglewood Unified School District General Obligation Bonds, 1998 Election, 2006 Series D" (herein called the "Series D Bonds" or the "Bonds"). The Series D Bonds shall be issued as current interest bonds, as provided in Section 3 hereof.

The Board of Supervisors is hereby requested to provide by resolution for the terms of the sale and issuance of the Series D Bonds in accordance with the particular terms and manner set forth herein and, with respect to such necessary or desirable terms as are not specified herein, as the Board of Supervisors shall otherwise see fit to determine. With respect to such necessary or desirable terms as are not finally determined by such resolution, the Board of Supervisors is hereby requested to provide for such terms to be finally determined and set forth in the Bond Purchase Contract approved by Section 5 hereof. The Board of Education acknowledges and agrees that all ongoing fees and costs associated with the issuance and servicing of the Series D Bonds are the responsibility of the District, payable from bond proceeds or tax proceeds.

Section 3.      Terms of Bonds: (a) Date of Bonds. The Series D Bonds shall be dated the date of their delivery, or such other date as shall be specified in the Bond Purchase Contract.

(b) Denominations. The Series D Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof.

(c) Maturity. The Series D Bonds shall mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Bond Purchase Contract. No Series D Bond shall mature prior to October 1, 2007, and no Series D Bond shall mature later than the date which is 25 years from the date of the Series D Bonds, to be determined as provided in subsection (a) of this Section. No Series D Bond shall have principal maturing on more than one principal maturity date.

The aggregate principal amount of the Series D Bonds shall not exceed \$51,000,000.

(d) Interest Payment. The Series D Bonds shall bear interest at an interest rate not to exceed 7.00% per annum, computed on the basis of a 360-day year of twelve 30-day months, payable on April 1 and October 1 in each year, commencing April 1, 2007 (or on such other initial and semiannual interest payment dates as shall be set forth in the Bond Purchase Contract), until maturity or prior redemption.

(e) Obligation. The Board of Supervisors and officers of the County, including their official designees and representatives, are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Series D Bonds in such year, and to pay from such taxes all amounts due on the Series D Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to redeem the Series D Bonds, and to pay the principal, redemption premium, if any, and interest thereon as and when the same become due.

Section 4. Redemption Provisions: The Series D Bonds shall be subject to redemption prior to their respective stated maturity dates at the option of the District as shall be set forth in the Bond Purchase Contract and in the Series D Bonds, as the District and County shall hereafter determine. The Series D Bonds shall also be subject to mandatory sinking fund redemption, as shall be specified in the Bond Purchase Contract and in the Series D Bonds. The Bond Purchase Contract may provide that the Series D Bonds shall not be subject to optional or mandatory sinking fund redemption.

Section 5. Bond Purchase Contract; Sale of Bonds: The Bond Purchase Contract for the Series D Bonds, in substantially the form submitted to this Board of Education, is hereby approved, and the Superintendent of the District, the Chief Operations Officer of the District, or such other officer of the District designated for the purpose (each an "Authorized District Representative"), is hereby authorized and directed on behalf of the District to execute and approve the Bond Purchase Contract providing for the sale by the Board of Supervisors of the County and the purchase by the Underwriter of the Series D Bonds at a purchase price to be set forth therein; provided, that (i) the true interest cost for the Series D Bonds shall not be in excess of 7%, (ii) the maximum interest rate on the Series D Bonds shall not be in excess of 7.00% per annum; (iii) the underwriter's discount shall not exceed .80% of the aggregate principal amount of the Series D Bonds (excluding any costs of issuance the Underwriter agrees to pay pursuant to Section 10(a) of the Bond Purchase Contract); and (iv) the Series D Bonds shall otherwise conform to the limitations specified herein; and provided further, that such execution and approval shall constitute conclusive evidence of the approval by the District of any changes or revisions therein

from the form of Bond Purchase Contract filed herewith. The Board of Supervisors of the County is hereby requested to cause the Bond Purchase Contract to be executed and delivered on behalf of the County, subject to such changes or revisions therein as may be acceptable to the District and to the Board of Supervisors of the County.

Section 6. Official Statement: Orrick, Herrington & Sutcliffe LLP, bond counsel with respect to the Series D Bonds, is hereby appointed to act as disclosure counsel with respect to the Series D Bonds, and is hereby authorized and directed to prepare an Official Statement relating to the Series D Bonds to be used by the Underwriter in marketing the Series D Bonds to potential investors, under the direction and with the assistance of the officers and agents of the District, and to return to this Board at the next meeting hereof or as soon hereafter as such document shall be prepared, for approval of such document in substantially final form.

Section 7. Appointment of Bond Counsel. The firm of Orrick, Herrington & Sutcliffe LLP shall be, and such firm is, hereby appointed bond counsel to the District in connection with the sale and issuance of bonds of the District, in accordance with the terms and conditions set forth in the proposed form of agreement for bond counsel services on file with the Superintendent of the District. The Authorized District Representative is hereby authorized to execute said agreement with Orrick, Herrington & Sutcliffe LLP, with such modifications and conditions as shall be acceptable to the officer signing said agreement, such approval to be conclusively evidenced by such execution.

Section 8. Appointment of Financial Advisor. The firm of Backstrom McCarley Berry & Co., LLC, shall be, and such firm is, hereby appointed financial advisor to the District in connection with the sale and issuance of bonds of the District, in accordance with the terms and conditions set forth in the proposed form of agreement for financial consulting services on file with the Superintendent of the District. The Authorized District Representative is hereby authorized to execute said agreement with Backstrom McCarley Berry & Co., LLC, with such modifications and conditions as shall be acceptable to the officer signing said agreement, such approval to be conclusively evidenced by such execution.

Section 9. Investment of Proceeds. (a) This Board of Education hereby reserves the right to invest proceeds of the Series D Bonds in any investment permitted to the District by Government Code Section 53601 and following, as the same may be amended or supplemented from time to time. In addition,

(i) At the written request of the District, given by an officer of the District, who is hereby expressly authorized to make such request, all or any portion of the building fund of the District may be invested on behalf of the District in the Local Agency Investment Fund in the treasury of the State of California.

(ii) At the written request of the District, given by an officer of the District, who is hereby expressly authorized to make such request, all or any portion of the building fund of the District may be invested on behalf of the District, in investment agreements, including guaranteed investment contracts, which comply with the requirements of each rating agency then rating the Series D Bonds necessary in order to maintain the then-current rating on the Series D Bonds.

(b) The County makes no assurance regarding the application of the proceeds of the Series D Bonds by the District.

Section 10. Tax Covenants: (a) General. The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Series D Bonds under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate of the District with respect to the Series D Bonds (the "Tax Certificate"), to be entered into by the District on the date of issuance of the Series D Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the Series D Bonds.

(b) Yield Restriction. In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the County Treasurer on behalf of the District, in accordance with this Resolution or pursuant to law, the District shall so request of the County Treasurer in writing, and the District shall make its best efforts to ensure that the County Treasurer shall take such action as may be necessary in accordance with such instructions.

(c) Reliance on Opinion of Bond Counsel. Notwithstanding any provision of this Section, if the District shall provide to the County Treasurer an opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds (an "Opinion of Bond Counsel") that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Series D Bonds, the County Treasurer may conclusively rely on such Opinion of Bond Counsel in complying with the requirements of this Section and of the Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

Section 11. Continuing Disclosure: The Authorized District Representative is hereby authorized on behalf of the District to execute a Continuing Disclosure Certificate in substantially the form attached hereto as Exhibit A, with such changes thereto as deemed necessary in order to permit the Underwriter to comply with the requirements of Securities and Exchange Commission Rule 15c2-12. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of such Continuing Disclosure Certificate.

Section 12. Approval of Actions: The President of this Board of Education, the Clerk of this Board of Education, the Superintendent of the District, the Chief Operations Officer of the District, and any other officer of the District to whom authority is delegated by one of the named officers for the purposes of the issuance and sale of the Series D Bonds, are hereby authorized and directed to execute and deliver any and all certificates and representations, including signature certificates, no-litigation certificates, certificates concerning the contents of the Official Statement, representation letters to The Depository Trust Company, the Tax Certificate, the Continuing Disclosure Certificate, and any other certificates proposed to be distributed in connection with the sale of the Series D Bonds, and to enter into any agreements, including depository agreements, commitment letters and agreements with bond insurers, and any other agreements, letters, or representations, which any of them deem necessary or desirable to accomplish the transactions authorized herein.

Section 13. Notice to California Debt and Investment Advisory Commission:  
The Authorized District Representative is hereby authorized and directed to cause notices of the proposed sale and final sale of the Series D Bonds to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to California Government Code Section 8855.

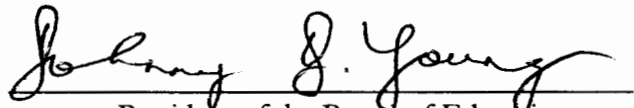
Section 14. Filing with Board of Supervisors: The Clerk of this Board of Education is hereby authorized and directed to file a certified copy of this Resolution with the Executive Officer-Clerk of the Board of Supervisors of the County.

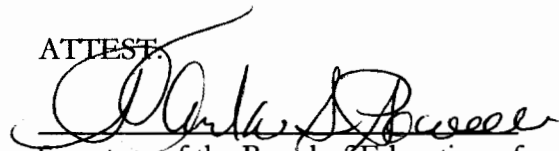
Section 15. Effective Date: This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED this day, October 25, 2006, by the following vote:

AYES: Five  
NOES: None  
ABSTAIN: None  
ABSENT: None

APPROVED:

  
\_\_\_\_\_  
President of the Board of Education  
of the Inglewood Unified School District

ATTEST:  
  
\_\_\_\_\_  
Secretary of the Board of Education of  
the Inglewood Unified School District

SECRETARY'S CERTIFICATE

I, ~~Dr. Pamela Short-Powell~~, Dr. Kenneth Crowe, Acting Secretary of the Board of Education of the Inglewood Unified School District, County of Los Angeles, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a special meeting of the Board of Education of said District duly and regularly held at the regular meeting place thereof on October 25, 2006, and entered in the minutes thereof, of which meeting all of the members of said Board of Education had due notice and at which a quorum thereof was present; and at said meeting said resolution was adopted by the following vote:

AYES: Five

NOES: None

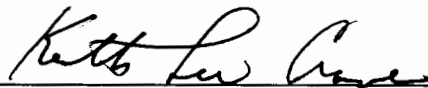
ABSTAIN: None

ABSENT: None

At least 24 hours before the time of said meeting, a written notice and agenda of said meeting was mailed and received by or personally delivered to each member of said Board of Education not having waived notice thereof, and to each local newspaper of general circulation, radio, and television station requesting such notice in writing, and was posted in a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office. Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this 25 day of October, 2006.



Secretary of the Board of Education of  
Inglewood Unified School District